

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

October 21, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire

D. Reports

Sgt. Hendershot

E. Request for Council Action**ORD 19-053**

Law

An Ordinance To Amend Section 331.44 Of The Codified Ordinances
Of The City Of Canal Winchester (**Ordinance**)

- Request to move to full Council

Tabled

F. Items for Discussion**19-001**

Madison Township - Public Safety Issues (**Lynch Letter to
Madison Township**)

19-002

CWJRD Field Use Agreement (**CWJRD Field Use Agreement**)

G. Old/New Business**H. Adjournment**

ORDINANCE NO. 19-053

**AN ORDINANCE TO AMEND SECTION 331.44 OF THE CODIFIED ORDINANCES
OF THE CITY OF CANAL WINCHESTER**

WHEREAS, the City of Canal Winchester recognizes the dangerous and increasing trend of distracted driving; and

WHEREAS, the City wishes to protect its residents, visitors, and children from injury caused by distracted driving; and

WHEREAS, texting while driving is currently only punishable in Canal Winchester as a secondary offense in addition to other charges;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That Section 331.44 of the Codified Ordinances of the City of Canal Winchester be amended to reflect the changes in the attached Exhibit A.

Section 2.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL

331.44 SENDING, READING, OR WRITING A TEXT MESSAGE OR ACCESSING THE INTERNET WHILE DRIVING.

(a) As used in this section:

(1) "Text message" means any message sent, stored or received via mobile communication device. For the purpose of this section, an email message shall be considered a text message.

(2) ~~"Mobile communication device"~~ Electronic wireless communications device means (a) a wireless telephone; (b) a text-messaging device; (c) a personal digital assistant; (d) a computer, including a laptop computer and a computer tablet; or (e) any other substantially similar wireless device that is designed or used to communicate text. ~~any portable electronic device capable of transmitting or receiving data in the form of a text message or capable of accessing the internet including but not limited to a wireless telephone, a text-messaging device, a personal digital assistant, or a personal computer, but specifically excluding portable internet based vehicle navigation systems being used for that purpose.~~

(3) "Emergency vehicles" and "public safety vehicles" shall have the same meaning as set forth in Ohio R.C. 4511.01(D) and (E).

(b) No person shall operate a motor vehicle on any street, highway, or property used by the public for purposes of vehicular traffic or parking while using in any manner an electronic wireless communications device. ~~mobile communication device to:~~

~~—— (1) Manually enter letters, numbers, or text messages or read any received emails or text messages transmitted to or stored within such device; or~~

~~—— (2) Send, read, create, or interact with internet-based content, play games or otherwise interact with the internet.~~

(c) ~~Division (b)~~ This provision of this section shall not apply to any of the following:

(1) A person using an electronic wireless communications device for emergency purposes, including an emergency contact with a law enforcement agency, hospital or health care provider, fire department, or other similar emergency agency or entity; Operators of emergency or public safety vehicles where the operator of a public safety device uses such device in the course of the operator's official duties;

(2) A person driving a public safety vehicle who uses a handheld electronic wireless communications device in that manner in the course of the person's duties;

(3) Any person using an electronic wireless communications device whose motor vehicle is in a stationary position and the motor vehicle is outside a lane of travel; reporting a health or safety emergency;

(4) A person receiving wireless messages on a device regarding the operation or navigation of a motor vehicle; safety-related information, including emergency, traffic, or weather alerts; or data used primarily by the motor vehicle;

~~(53) A person using a navigation device in a voice-operated or hands-free manner who does not manipulate the device while driving; Drivers parked, standing or stopped or removed from the flow of traffic, or stopped due to an inoperable vehicle;~~

(6) A person conducting wireless interpersonal communication with a device that does not require manually entering letters, numbers, or symbols or reading text messages, except to activate, deactivate, or initiate the device or a feature or function of the device;

(7) A person operating a commercial truck while using a mobile data terminal that transmits and receives data;

(8) A person using a handheld electronic wireless communications device in conjunction with a voice-operated or hands-free device feature or function of the vehicle. "Voice-operated or hands-free device" means a device that allows the user to vocally compose or send, or to listen to a text-based communication without the use of either hand except to activate or deactivate a feature or function.

~~(d) Notwithstanding any provision of law to the contrary, no law enforcement officer shall cause an operator of an automobile being operated on any street or highway to stop the automobile for the sole purpose of determining whether a violation of subsection (d) hereof has been or is being committed or for the sole purpose of issuing a ticket, citation, or summons for a violation of that nature or causing the arrest of or commencing a prosecution of a person for a violation of that nature, and no law enforcement officer shall view the interior or visually inspect any automobile being operated on any street or highway for the sole purpose of determining whether a violation of that nature has been or is being committed.~~

~~(e) Whoever violates this section shall be guilty of a minor misdemeanor.~~

~~(Ord. 30-10. Passed 8-16-10.)~~

Patrick Lynch, CW Resident
Canal Winchester City Councilman
27 East Columbus Street
Canal Winchester, Ohio 43110

Oct 14, 2019

Dear Susan Brobst & Chief York:

The purpose of this letter is to determine the best way for the City of Canal Winchester residents and the Madison Township Trustees to work together to provide a cohesive plan for ongoing public safety in Canal Winchester, Ohio.

First, I would like to personally thank you for your commitment to provide resources to our community and hope this information will streamline the process going forward. The residents would like to have more open communication and a better understanding of their relationship with Madison Township (MT) to provide services. We should also have services from Franklin County so any input into how this can be accomplished would be greatly appreciated too.

There seems to be a type of disconnect between the residents of CW and the appropriate way to partner with Madison Township for police coverage. The directive from Mayor Ebert on at least two occasions, is that the citizens of CW should be the ones making this request by ways of attending the township meetings and voicing our concerns. In the past it was understood that communication would be between the CW city staff and your offices. The residents have listed public safety as their top concern. We would like to keep the lines of communication open and keep this relationship moving forward. Your guidance and advice would be greatly appreciated.

The following questions will provide background information for the October 21, 2019 City of Canal Winchester Council Meeting:

Verification of Current Process

- 1) Is it the intent of Madison Township Police Department (MTPD) to patrol all of Madison Township (MT) within the city limits of Canal Winchester (CW)?
- 2) When tickets are written by MTPD within the CW city limits, where do the ticket funds go. If MTPD writes a ticket within their jurisdiction that does not fall within a city's borders, where do those funds go? Do you have a preference as to where these funds go and why?
- 3) When MTPD, within the CW city limits, makes an arrest and that person is prosecuted and or incarcerated, who pays for that. If the same happens within the township but outside a city's borders, who pays for it?
- 4) In the above questions, what do you see as the best way to handle these situations and or is it State law that dictates how it is handled?
- 5) How does the MTPD and CWFCs communicate? How often? Daily, weekly, etc.?

- 6) In the past 4 years, has there been and communication between CW and MTPD? Was this by phone, email, face to face meetings? Who attended such meeting, what were the results and were there ever follow-up or on-going meetings? The intent of this question to understand what communications have and have not worked.
- 7) Has the MTPD ever run into barriers that would otherwise prevent or discourage MTPD from patrolling CW? How can this communication/relationship be improved? What works in other jurisdictions that we should be using?
- 8) What procedure is currently used in 911 emergency situation to inform all available services to participant? Who is called? Who is dispatched? Is Madison Twp. Sheriff notified when services are needed in CW or is Fairfield Sheriff only contacted?
- 9) It is my understanding that MTPD uses the MARCS radio system which allows an officer access to multiple channels. With this system and its access to multiple departments it is possible for MTPD to listen in on Canal Winchester Fairfield County Sherriff (CWFCs) and vice versa. An officer can typically listen to only one channel at a time, so how can we get notices to MTPD so they can have the heads up to switch over to CWFCs channel to help assist and vice versa. What type of SOP can be put in place to allow the two departments to better communicate?

Other considerations:

- 1) Based on the current size of the MTPD, in your professional opinion what amount of coverage do you think CW should obtain? Quantity of officer, times, etc. Also, do you see the MTPD expanding over the next several years and if so, would the coverage within CW increase.
- 2) Does the MTPD work with the Franklin County Sherriff (FCS)? How does that relationship work and how do you suggest CW communicate with FCS to provide any type of coverage or assistance within the Franklin County portion of CW.?
- 3) MTPD covers other portions of Groveport and Obetz who both have their own police force. How does this relationship work?

The following is recommendation to bring better clarity and help nurture this ongoing partnership:

Monthly meetings between both of you, CWFCs in charge, a select group of CW City Council members and a representative from the Canal Winchester city staff to establish Standard Operating Procedures. After the SOP are agreed upon, quarterly meetings will be scheduled.

I appreciate you attending the Canal Winchester City Council meeting on Monday and look forward to more in depth conversation.

Respectfully

Patrick Lynch

**FACILITY USE AGREEMENT BETWEEN
THE CITY OF CANAL WINCHESTER AND
THE CANAL WINCHESTER JOINT RECREATION DISTRICT**

These two entities, The City of Canal Winchester ("City") and) Canal Winchester Joint Recreation District ("CWJRD"), agree to be bound by way of mutual resolutions adopted by the respective governing bodies, hereby state the following as terms of their Agreement:

USE:

The use of City facilities by Canal Winchester Joint Recreation District is limited to the CWJRD functions.

AGREEMENT REVIEW:

This Agreement shall be reviewed annually in a meeting between representatives of both parties held before January 1, of each year beginning in 2017. This annual review will be comprehensive in terms of anything related to the continuation of this Agreement.

This review will include and not be limited to the facilities needed as well as scheduling needs/concerns. Any amendment(s) to this agreement shall be in writing, signed by both parties.

COMMENCEMENT AND TERM:

The term of this Agreement shall be for three (3) years beginning on January 1, 2017 and concluding on December 31, 2019. Earlier termination by either party shall be in writing with a ninety (90) day notice to the other party. Both parties agree to negotiate in good faith toward their mutual best interest. The term of this Agreement may be extended in periods of twelve (12) months at a time.

FACILITIES AND TERMS:

At the commencement of this Agreement and ongoing for its duration, CWJRD will be permitted to use City facilities as agreed upon by the parties. Terms are hereby attached as Exhibit 1 and incorporated by reference.

ASSIGNMENT:

CWJRD may not assign this Agreement or any part of the facilities without the prior written consent of the City.

NO WAIVER:

No waiver of any part of this Agreement by either party will be deemed to constitute a future waiver of the same or any other part of the Agreement. In order to be effective, any waiver must be in writing and must be delivered to the other party.

INSURANCE AND LIABILITY:

The City will maintain the facilities on the blanket insurance policy. CWJRD will maintain, at its sole cost and expense, comprehensive general public liability insurance against claims for

personal/bodily injury, death, and property damage occurring in or about the facilities and common areas as a result of CWJRD's use of the facilities or common areas. Such insurance shall have a limit of not less than Two Million Dollars (\$2,000,000.00); AND (ii) fire and extended coverage insurance on all personal property stored or placed by CWJRD in or about the facilities or common areas in an amount equal to the full replacement value thereof (without deduction for depreciation). Any insurance required to be carried by CWJRD may be provided under a blanket policy or policies covering CWJRD. The comprehensive public liability insurance policy required to be maintained by CWJRD will name the City as an additional insured.

CITY LIABILITY

City will not be liable or responsible to any person or persons for bodily injury or property damage arising out of or resulting from the use of the Premises by the CWJRD unless such injury or property damages arises out of the negligence of the City, its employees, agents, successors or assigns. Nothing in this Agreement shall abrogate or modify any rights or responsibilities of the parties for purposes of Chapter 2744, Ohio Revised Code.

SIGNATURES:

City



Mayor



(Print Name)



Date


CWJRD



Chairman



(Print Name)



Date

Exhibit 1

Terms of Field Use Agreement between the City of Canal Winchester (City) and the Canal Winchester Joint Recreation District (CWJRD) for the use of City-owned recreational facilities.

City:

- Mowing of grass on a once per week basis for City-owned property and other areas by separate agreement
- Maintenance and repair of parking lots
- Maintenance and repair of underground drainage, water, and sewer systems
- Furnish priority use of fields and facilities including reservation of Hanners recreation fields from March 15 to the end of the baseball/softball season
- Provide office space and office storage (currently located at 10 N. High St.) at times that do not interfere with scheduled City events, functions, or meetings
- Use of Municipal Pool for pre-scheduled meets and practices
- Use of Community Center for pre-scheduled meetings, picture taking, and banquets
- Movement of bleachers, goals, etc. as needed
- Payment of utilities at parks and offices
- Maintenance and repair of signage owned by City
- Assistance with special projects on a case-by-case basis
- Maintenance of concession building, storage building, baseball field fencing at Hanners Park, excluding contents owned by CWJRD
- Maintenance of infield surfaces other than during recreation seasons
- Application of post-season pesticides/herbicides/fertilizer

CWJRD:

- Field/venue setup including but not limited to striping, boundary and goal setting, lane marking, equipment setup, etc.
- Maintenance and repair of infield surfaces during recreation seasons
- Application of pre-season pesticides/herbicides/fertilizer (subject to City notification)
- Field expansion/enhancement activities (subject to City approval/notification)
- Necessary repairs due to CWJRD activities
- Maintenance and repair of signage owned by CWJRD
- Maintenance and repair of CWJRD property (signage, equipment, irrigation, etc.)
- Mowing of fields above and beyond what is provided by City
- Payment of portable toilet cleaning during recreation seasons